

90-Day Limited Warranty

This Limited Warranty is extended solely to the original purchaser of a Wellness Shop certified pre-owned hot tub only if indicated on the Sales Contract, sold after March 14, 2024, and installed for residential use only. Please read this entire Limited Warranty, as exclusions and conditions apply.

Shell Structure

The shell is warranted against water loss due to damage caused by delivery by Wellness Shop or its partners at the time of delivery only.

Shell Surface

The shell is warranted to its pre-sale condition against damage caused by Wellness Shop, or its partners, during delivery or installation at time of delivery only. At its sole discretion, and without consideration of any other factors, Wellness Shop will repair the shell, or make compensation to the customer, in any amount deemed appropriate by Wellness Shop. Without limit or restriction, Wellness Shop, at its sole discretion, will determine if damage has occurred, to what extent, and the acceptable resolution of the issue.

Plumbing

Plumbing components are warranted against leaks due to defects in workmanship, materials, or previous repairs made by Wellness Shop for 90-days from delivery.

Major Equipment & Controls

Electrical equipment components — specifically limited to the pumps, heater, spa pack, sensors, and top-side controls — are warranted against malfunctions due to defects in workmanship, materials, or previous repairs made by Wellness Shop for 90-days from delivery.

Warranty for Other Components

Fuses, headrests, jets, cabinet finish, filters and filter canister are warranted to be in the pre-sale condition at the time of delivery only (these parts are not guaranteed to be in new or like-new condition, but are guaranteed to be in their used pre-sale condition upon delivery). Stereo and stereo components are specifically excluded from the 90-day warranty. All other installed components not mention specifically, including, but not limited to the wood frame, diverter valves, LED lighting system, filter shield or weir, UV or Ozone, and mechanical components are warranted in their pre-sale condition at the time of delivery only (and may be missing or non-functional). Factory standard, or factory installed components, are included only if they were installed and working pre-sale and pre-delivery.

Warranty Performance

To obtain service in the event of a defect, malfunction, or damage covered by this Limited Warranty, notify Wellness Shop as soon as possible and use all reasonable means to protect the spa from further damage. A designated service representative will correct the defect or damage subject to the terms and conditions contained in this Limited Warranty and in the terms, and conditions of service posted online or contained in your Sales Contract. Providing access to affect repairs is your sole responsibility as the owner of the spa. You may be assessed a reasonable mileage or cancellation fee at the sole discretion of Wellness Shop. In the event that a spa is removed to a repair facility for repair, the cost of removal and reinstallation will be solely your responsibility as the spa owner. Wellness Shop reserves the right, at its sole option, to make repairs to return the spa to its pre-sale condition, or to new condition. Cosmetic repairs are specifically excluded from this warranty. All repairs will carry the balance of the 90-day warranty, and any further warranty provided by the manufacturer for any replacement parts (if applicable).

Warranty Limitations

This Limited Warranty is void if: Wellness Shop determines that the spa has been subjected to alteration, neglect, misuse or abuse, or freight damage caused by the common carrier; any repairs have been attempted by anyone other than a designated representative; or if the failure is caused by accident, acts of God or other causes beyond the control of the Wellness Shop. Neglect, misuse and abuse include any installation, operation or maintenance of the spa other than in accordance with the instructions contained in the owner's manual, the water care guide, and instructions and training provided by Wellness Shop. This includes, but not limited to, the failure to maintain proper water chemistry and chemical balance and the use of abrasive or improper cleaners or non-genuine parts and accessories. This Limited Warranty does not provide coverage for the insulating cover, any item attached to or installed on the spa after the date of sale, or for gaining access to any component for repair or replacement. Spa units used in commercial applications are excluded from any coverage whatsoever. The spa owner accepts liability for repair work performed by anyone other than Wellness Shop or a designated representative.

Implied Warranties Beyond the Limited Warranty or Sales Contract are Disclaimed Altogether or to the Fullest Extent Allowed By Law

This Limited Warranty, and the Sales Contract, take the place of all other warranties, express or implied, in fact or at law. All warranty service must be performed by Wellness Shop or its designated representative using authorized Wellness Shop parts. No agent, dealer, distributor, service company or other party is authorized to change, modify or extend the terms of this limited warranty in any manner whatsoever. Wellness Shop will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with this Limited Warranty and/or the Sales Contract. Where there is conflict between this Limited Warranty and the Sales Contract, the Sales Contract will be considered binding. Where the Sales Contract makes no specific adjustment to this Limited Warranty, the Limited Warranty will be binding.

Disclaimers

Wellness Shop and its representatives will not be responsible for incidental or consequential damages, and shall not be liable for any injury, loss, cost, or other damage, whether incidental or consequential, arising out of any defect, malfunction or damage covered by this Limited Warranty, including without limitation, loss of use of the spa, further damage to the spa or property, cost for removal of defective product, or injury, even if Wellness Shop or the spa owner was advised of the possibility of damage. The liability of Wellness Shop under this limited warranty, if any, shall not exceed the original amount paid for the defective product, or the cost of repair to the spa (whichever is lesser). Coverage under this limited warranty shall commence as of the delivery date and the duration of such coverage shall not extend for any reason whatsoever beyond the stated time periods. These disclaimers shall be equally applicable to any service provided by Wellness Shop and its designated representatives.

Legal Rights

This Limited Warranty gives you specific legal rights. There are no warranties applicable to Wellness Shop Certified Pre-Owned Hot Tubs except as expressly stated hereon or as implied by applicable provincial and federal laws. You may also have other rights.